

District Judges

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STATE OF MICHIGAN  
**86th Judicial District Court**  
GRAND TRAVERSE • LEELANAU • ANTRIM COUNTIES

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**LOCAL ADMINISTRATIVE ORDER 2022-04**

Rescinds Local Administrative Order 2003-2

**COURT CLOSURE DUE TO WEATHER EMERGENCY**  
**Antrim County**

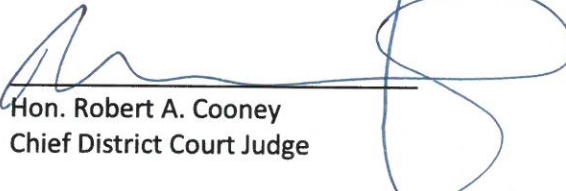
In accordance with the Supreme Court Administrative Order 1998-05 directing all trial courts to adopt a severe weather policy, the Court will adhere to the policy of Antrim County and the current union bargaining agreement with respect to unscheduled court closings in the event of bad weather. With respect to reporting of time, the Court will follow the current union bargaining agreement. A copy of the Grand Traverse policy and the current union bargaining agreement is attached.

Since Antrim County has no official method of notifying the public of such unscheduled closings, the 86<sup>th</sup> District Court will plan to notify the public as follows:

The Court Administrator or their designee will send an email out regarding the building closure using the Media Group email: [Media\\_group@gtcountymi.gov](mailto:Media_group@gtcountymi.gov)

Staff will be notified via text messaging afterhours and employee group emails during work hours.

Date: 3/23/2022

  
Hon. Robert A. Cooney  
Chief District Court Judge

## **Antrim County Inclement Weather Policy**

If a state of emergency is declared by Antrim County due to the weather, prior to the beginning of a workday, non-public safety related offices will be closed for the upcoming day. Affected employees will be paid at their normal daily rate for the non-work day.

If the Sheriff has issued a notice recommending that County citizens stay off the roads, prior to the beginning of a workday, the County Administrator and Sheriff will have a discussion to review the status of Antrim County roads and the weather forecast for the day. The County Administrator may determine that non-public safety related offices should be closed for the upcoming day. If non-public safety related offices are closed, effected employees will be paid at their normal daily rate for the non-work day.

If a state of emergency is declared or the Sheriff has issued a notice for County citizens stay off the roads during work hours, the County Building and Courthouse will remain open and employees can refer to paragraph 4 of this policy for guidance.

During inclement weather, except for the instances described in paragraphs 1 and 2, all offices will remain open. If an employee cannot make it to work, or if an employee is at work and determines that they would like to go home due to inclement weather, the individual may elect to take either vacation or personal leave for that time or be allowed to accept lost time without pay. In cooperation with their Supervisor, employees will be allowed to make up lost time only with two (2) pay periods, without accruing overtime. Employees will not be disciplined if they choose not to come in due to the weather.

For the purposes of this policy the Sheriff Office is not included in the definition of a non-public safety related office. The Sheriff will determine which positions under his/her supervision are considered "public safety related". All other employees in the Sheriff Office will be covered under this policy.

Adopted: February 9, 1990  
Amended: May 16, 2019

Any proposed changes in work schedules from those set forth above will be reported to and discussed with the Union in accordance with this section at least five (5) working days before such changes are made.

#### **Section 11.2 Lunch Break**

Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the seven and one-half (7 1/2) working hours. The normal lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

#### **Section 11.3 Work Breaks**

Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the Court.

#### **Section 11.4 Overtime Work**

- A. Overtime must be pre-approved by the Court Administrator or his/her designee.
- B. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause.
- C. Overtime payment for those employees covered by the FLSA shall be at time and one-half (1 1/2) for all work performed in excess of forty (40) hours in any one week. This includes as time worked paid holidays, approved vacation leave, approved bereavement leave, personal leave, or compensatory time.
- D. All overtime work to which overtime pay is applicable shall be based on position, need, and efficiency within the Court within a reasonable period of time and within the classification affected, provided the employee is capable and qualified of performing the work. Overtime payment shall be paid unless otherwise requested and approved by the Court Administrator. Compensatory time may be accumulated up to a maximum of 40 (forty) hours, after which all overtime shall be paid in wages. Compensatory time may be used as needed by the employee and as approved by the Court Administrator.
- E. Non-exempt employees of the Community Corrections Department receiving phone calls outside of normal work hours, from law enforcement or other treatment agencies, etc., shall receive compensation for one-half (1/2) hour for each call received. In all other cases, non-exempt employees of the bargaining unit will be paid a minimum of two (2) hours at time and one-half (1 1/2) in the event they are called in to work at the courthouse, treatment facility, jail, etc., during non-scheduled work hours.

#### **Section 11.5 Lost Time Due to Weather or Safety Conditions**

In the event the Employer determines that any of its offices will not open due to weather or safety conditions, the Employer shall give notice of the closure to the media on or before

6:30 a.m. Under such circumstances, employees may, at their discretion, use any accumulated leave time or be permitted to make up the time within one month provided that the make-up time does not cause the hours worked to cause overtime without prior approval.

In the event the Employer determines that any of its offices are to be closed early during work hours due to weather or safety conditions, employees who work at such closed office shall suffer no loss of time or pay.

#### **Section 11.6 Pay Periods**

The employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his or her earnings and of all deductions made for any purpose. Pay day will be every other Friday. Should a pay day fall on a declared holiday, pay checks or statements will be distributed by the close of the working day preceding the holiday.

#### **Section 11.7 Hourly Rates**

Appendix A, attached, defines the wages, by wage/salary grade, applied to the job classifications represented by this Agreement.

#### **Section 11.8 Job Classifications**

Appendix B, attached, lists the job classifications, by wage/salary grade, represented by this Agreement.

### **ARTICLE XII** **LEAVES OF ABSENCE**

#### **Section 12.1 General Considerations**

The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

A leave of absence is a written authorized absence from work. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Such leave may be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence. This provision covers leave for various reasons including illness, education, parenting, or other personal reasons, subject to all the provisions of this Agreement. In no event shall the duration of any leave exceed twelve (12) calendar months, including any other paid or unpaid time taken off for the same reason as the leave, including, but not limited to, FMLA leave or time off under any other provisions of this Agreement unless extended by mutual agreement or required by law.